



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEY YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

July 15, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 July 15, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO ACCEPT FISCAL YEAR 2014-15 CALIFORNIA ALTERNATIVE PAYMENT
PROGRAM (CAPP) GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF EDUCATION
FOR THE PROVISION OF CHILD CARE SERVICES (ALL SUPERVISORIAL DISTRICTS) (3
VOTES)**

SUBJECT

Request the Chair to approve, adopt, and execute a Resolution certifying approval of the Board, authorizing the Director of Children and Family Services (DCFS) to accept, sign, and execute the CAPP Agreement with the California Department of Education (CDE) for funding to subsidize the DCFS' Child Care Program for children under the supervision of DCFS; and authorize the Director of DCFS, or designee, to complete, accept, sign, and forward to CDE the amendments and continued funding applications for CAPP funding for FY 2014-15 and FY 2015-16.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve, adopt and instruct the Chair to execute the Resolution (Attachment A). The Resolution certifies your Board's approval for the Director of DCFS, or designee, to: (a) submit applications to CDE for FY 2014-15 and FY 2015-16 CAPP funding;

(b) accept, sign and execute Agreements with CDE to accept CAPP funding for FY 2014-15 (CDE CAPP Agreement); (c) sign the Contractor Certification Clause, form CCC-307 (Attachment B), and the Federal Certification Form, CO.8 (Attachment C); and (d) sign and execute amendments to the CDE CAPP Agreement for FY 2014-15 funding, and to increase or decrease the amount of such funding. The Contractor Certification Clause certifies that DCFS is in compliance with all contract requirements.
2. Authorize the Director of DCFS, or designee, to complete, sign, and forward to CDE the CAPP

funding application, and accept funding for FY 2014-15, and subsequent CDE funding agreement documents for FY 2015-16.

3. Delegate authority to the Director of DCFS or designee, to sign and execute the CDE CAPP Agreement (Attachment D) to receive FY 2014-15 CAPP funding, and to sign subsequent amendments for FY 2015-16 and CDE Agreement documents for FY 2014-15 CAPP funding, and to increase or decrease the amount of such funding, provided that: (a) CAPP funding is available through CDE; (b) Chief Executive Office (CEO) notification is obtained prior to executing amendments to the CDE CAPP Agreement to receive FY 2014-15 CAPP funding; and (c) the Director of DCFS notifies your Board and the CEO in writing within 10 working days of executing the CDE CAPP Agreement and subsequent annual and mid-year amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow DCFS to accept FY 2014-15 CAPP funding and apply for FY 2015-16 funding amendments to continue DCFS' Child Care Program for children under its supervision who are at risk of abuse or neglect.

Child care is made available to children who have been assessed to be at potential risk of abuse or neglect. This care is provided to children who are with their birth parents or are in first-time placements with relatives who are receiving the B-schedule foster care rate. The goal of DCFS' Child Care Program is to ensure the child's safety and to assist in avoiding out-of-home placements. This program provides a safety net for the children who are at risk of abuse or neglect and placed with birth parents or relatives.

Without approval of the recommended actions, DCFS would not be able to provide child care services to eligible children and families, and would result in the loss of \$10,012,472 in State and federal funding for FY 2014-15 and subsequent funding for FY 2015-16.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal Five: Children and Families' Well Being. The recommended actions will allow continued access to subsidized child care for children at risk of abuse or neglect and allow for full utilization of available funding.

FISCAL IMPACT/FINANCING

The amount of State and federal CAPP funding available for FY 2014-15 is \$10,012,472, and is subject to change for the current and subsequent fiscal years. Under the CDE CAPP Agreement the County provides \$170,019 annually for Maintenance Of Effort (MOE), which will be net County cost and is also subject to change for the current and subsequent fiscal years. The total amount available, including MOE for DCFS' Child Care Program funding for FY 2014-15, is \$10,012,472. The CDE CAPP Agreement also provides for 100% reimbursement of administrative costs, provided that total CAPP expenditures do not exceed \$10,012,472 and the administrative costs do not exceed 15% or \$1,624,851. Funding has been included in the Department's FY 2014-15 Adopted Budget.

Funding for FY 2015-16 will be included in the Department's annual budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 4, 2012, your Board approved a Resolution and delegated authority to the DCFS Director to sign an agreement, and subsequent amendments, with CDE to receive CAPP funding to subsidize child care services for fiscal years 2012-13 and 2013-14. The CDE CAPP Agreement allows DCFS to receive CAPP funding to provide child care for FY 2014-15 and for FY 2015-16 by amendment. DCFS' Child Care Program provides a safety net for the children who are at risk of abuse or neglect and placed with relatives for the first time and has served approximately 3,500 children and families in FY 2013-14.

The terms and conditions for the CDE CAPP Agreement are located online at <http://www.cde.ca.gov/fg/aa/cd>, as referenced in the document. The State normally issues to California counties the CDE CAPP Agreement, or amendments thereto, along with related material, by June of each year for a July 1st implementation date. The State is aware that the clearance and approval timelines for both the State and the County will result in executing the CDE CAPP Agreement, or its amendments, after the implementation date. The Catalog of Federal Domestic Assistance (CFDA) number for CAPP is 93.596.

The CEO and County Counsel have reviewed this Board letter and the CDE CAPP Agreement. The CDE CAPP Agreement has been approved as to form by County Counsel, although the CDE CAPP Agreement is not a services contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of the CAPP funding will enable DCFS to continue to meet the child care needs of parents and relative caregivers served by DCFS. The CDE CAPP Agreement will allow DCFS to continue to provide child care services in FY 2014-2015 and, FY 2015-2016.

CONCLUSION

Upon approval and execution of this contract by the Board, it is requested that the Executive Officer/Clerk of the Board send one original and one copy of the Resolution, Contractor Certification Clause and the Federal Certification Form, CO.8, to:

1. California Department of Education
ATTENTION: Contracts, Purchasing and Conference Services
1430 "N" Street, Suite #2213
Sacramento, California 95814-5901

And, one adopted stamped copy of this Board letter and attachments to:

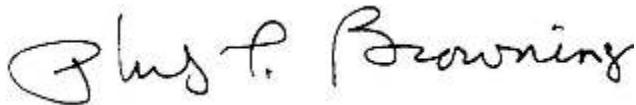
2. Children and Family Services
Attn: Cynthia McCoy-Miller,
Senior Deputy Director
425 Shatto Place, Room 600
Los Angeles, California 90020

3. Children and Family Services
Attn: Jennifer Hottenroth,
Assistant Division Chief
DCFS Child Care Program
12440 E. Imperial Highway – Room 544

Norwalk, CA 90650

4. Auditor-Controller
Accounting Division
Kenneth Hahn Hall of Administration,
Room 603
500 West Temple Street
Los Angeles, California 90012

Respectfully submitted,

A handwritten signature in dark ink, reading "Philip L. Browning". The signature is written in a cursive style with a large, stylized "P" and "B".

PHILIP L. BROWNING

Director

PLB:CJS

JH:lw

Enclosures

- c: Chief Executive Officer
Executive Officer, Board of Supervisors

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CAPP-4025

PROGRAM TYPE: ALTERNATIVE PAYMENT

PROJECT NUMBER: 19-2219-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN & FAMILY SVCS.

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The Contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$10,012,472.00.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement

250

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Philip L. Browning, Director				
TITLE Contracts, Purchasing and Conference Services		ADDRESS 425 Shatto Place - 6 th Floor, L.A. CA 90020				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,012,472	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 10,012,472	ITEM See Attached			CHAPTER	STATUTE	FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.						
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.	B.R. NO.	DATE		

CONTRACTOR'S NAME: COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN & FAMILY SVCS.

CONTRACT NUMBER: CAPP-4025

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,593,873	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13694-2219	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,593,873	ITEM 30.10.020.007 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,222,778	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 14153-2219	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,222,778	ITEM 30.10.020.007 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,195,821	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23186-2219			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,195,821	ITEM 30.10.020.007 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590			

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SIGNATURE OF ACCOUNTING OFFICER	DATE	

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STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Suresh Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Philip L. Browning - Director			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 425 Shatto Place - 6 th Floor L.A. CA 90020			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,012,472	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 10,012,472	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
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SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Los Angeles Department of Children & Family Services (DCFS)		<i>Federal ID Number</i> 95-6000927
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Philip L. Browning Director		
<i>Date Executed</i> 	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

425 Shatto Place - 6th Floor
Los Angeles, CA 90020

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
<u>County of Los Angeles - Department of Children & Family Services</u>	<u>C APP 4025</u>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<u>Philip L. Browning, Director</u>	
SIGNATURE	DATE


RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15 and 2015-16.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Los Angeles County

authorizes entering into local agreement number/s for FY 2014-15 and FY 2015-16 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Philip L. Browning	DIRECTOR	

PASSED AND ADOPTED THIS 15th day of July 2014, by the
Governing Board of Supervisors of the County
of Los Angeles County, California.

I, SACHI A. HAMAI, Clerk of the Governing Board of
Supervisors, of Los Angeles County,

California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Sashi A. Hamai
(Clerk's signature)

JUL 15 2014
(Date)

ATTEST: SACHIA A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
By Carla Little, Deputy

